SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition	Number		Page	1 <b>Of</b> 33		
2. Contract No.		3. Award/Effe		4. Order Number	5. Solicitation			6. Solici	tation Issue	Date
7. For Solicitation Information Call:	A A	A. Name	ΗY	<u> </u>		Number (N	No Collect Calls)		<b>Due Date/L</b>	
	-LC-CJTZ N, MICHIGAN		Code W56	10. This Acqu  X Unrestricte Set Aside:		Unles	ery For FOB Desi ss Block Is Marke Schedule		12. Discour	nt Terms
HTTP:	//CONTRACTIN	G.TACOM.ARM	Y.MIL	Small B	usiness isadv Business	13b. Rati	. This Contract Is Under DPAS (18 ng DOA4			
e-mail: WIETCHYT	PATTA COM A DMY	MTT		SIC: Size Standard		l —	od Of Solicitation	X		
15. Deliver To	WIACOM.ARMI		Code	16. Administe		RFQ	IFB		RFP Code	
Telephone No. 17. Contractor/Off	Geror Code	1	Facility	18a. Payment	Will Be Made B	y			Code	
Telephone No.										
17b. Check If F	Remittance Is I In Offer	Different And	Put Such	18b. Submit I	nvoices To Addr See Addendum	ess Shown	In Block 18a Unle	ess Block E	Below Is Che	cked
19. Item No.		Schedule	20. Of Supplies/	Services	21. Quantity	22. Unit	23. Unit Prio	e	24 Amo	
			SCHEDULE							
		Attach Additi	onal Sheets	As Necessary)						
25. Accounting An	d Appropriati	on Data					26. Total Award	l Amount (	(For Govt. U	se Only)
$\overline{}$	•	·		12-1, 52.212-4. FAR 52 nce FAR 52.212-4. FA				X Are Are	Are Not A	
		•	•	eturn <u>1</u> Copi						Offer
X To Issuing Of	fice. Contract	tor Agrees To	Furnish And	l Deliver All Items Set nal Sheets Subject To						
The Terms And Co	onditions Spec	ified Herein.			Accepted A	s To Items				
30a. Signature Or	Oner or/Contr	actor			ra. Omieu State	S Of Ameri	ca (Signature Or	Conti acui	ig Officer)	
30b. Name And Tit	tle Of Signer (	Type Or Prin	30c. D	Pate Signed 3	31b. Name Of Co	ntracting (	Officer (Type Or 1	Print)	31c. Date S	Signed
32a. Quantity In C	olumn 21 Has	Been		3	33. Ship Number		34. Voucher Nu	ımber	35. Amoun	
Received	Inspected	Accepte	d And Confe	orms To The	Partial	Final			Correc	:t F01
32b. Signature Of	Authorized Go		t Except As I	Noted 3 32c. Date	66. Payment Complete	Parti	al Fina	.1	37. Check	Number
-			_		38. S/R Account I		39. S/R Voucher		40. Paid I	Ву
44					12a. Received By	(Print)			-	
41a. I Certify This 41b. Signature And					12b. Received At	(Location)			-	
				4	12c. Date Recd (Y	YMMDD)	42d. Total Co	ontainers	-	
Authorized For Lo	cal Reproduct	tion					Standard	Form 1449	9 (10-95)	

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 2 of 33

## Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite Title Date

TACOM EXECUTIVE SUMMARY COMMERCIAL ITEM ACQUISITION - SOLICITATION FOR SEP/1996

REQUIREMENTS CONTRACT

#### (a) <u>INTRODUCTION</u>:

- (1) TACOM is issuing this solicitation under the authority of Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format we can use to buy commercial items, using techniques that are similar to those used in private-sector contracting.
- (2) This solicitation will be different from those you may have received before. Many of the clauses and provisions used here were created specifically for commercial acquisitions issued under FAR Part 12. A great many clauses that normally appear in Government contracts do not appear in this solicitation. However, this is a complete solicitation, containing all the clauses we intend to apply to the resulting contract. Note also that the old Uniform Contract Format, with its Sections A through M, has not been used in this acquisition. Clauses that formerly would have appeared in Sections C, D, E, F, G, H, and I now are grouped in one section of contract clauses. Similarly, provisions that formerly would have appeared in Sections K, L, and M now appear in a single section of solicitation provisions, in this document.
  - (b) <u>REQUIREMENTS</u>. We are soliciting offers to supply the following items:

Quantity: 3588 EACH YEAR; 3 YR TOTAL 10,764EA

NSN: 2610-00-405-4366

Item Name: INNER TUBE, PNEUMATIC

Description: SIZE: 9.00-10 IAW ZZ-I-550

Option: This acquisition does not include a separately priced option.

#### (c) UNIQUE ASPECTS OF THIS SOLICITATION:

## (1) Notice of Requirements Contract

This solicitation is for a requirements contract, not a single-year contract. Under the Requirements Contract arrangement, TACOM guarantees to place all requirements arising during the contract term as delivery orders under the contract, so long as such requirements fall within the specified minimum and maximum order quantities identified in this solicitation.

(2) Other special features of this acquisition that we want to highlight for your information: 3 Yr. Requirements Contract

## (d) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may not be eligible for award. Please be careful to read and complete each such provision that requires a fill-in from you.

#### (e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

## (1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 8 of the SF 1449.

## (2) Notice Regarding Handcarried Offers:

If you intend to deliver your offer to TACOM, by hand, or using a courier service, please remember that you MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST address it to Bid Opening (AMSTA-AQ-DSA), NOT to the buyer.

#### (3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 9 of SF 1449). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

#### (4) Set-Aside Information:

CONTINUATION SHEET	Reference No. of Document Being Continued	<b>Page</b> 3 <b>of</b> 33
CONTINUATION SHEET	PHN/SHN DAAE07-03-R-T035 MOD/AMD	
27 0 0 0 0		

Name of Offeror or Contractor:

This acquisition is NOT set-aside for SMALL BUSINESS.

#### (5) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 7a of the SF 1449. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of help can be found in the provision entitled: NOTICE OF TACOM OMBUDSPERSON/AMC PROTESTS.

#### (f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 7a of the SF 1449.

\*\*

2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING MAR/2001 (TACOM)

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

**Page** 4 **of** 33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS  This is year one of a three year contract. Year one begins February 21, 2003 and ends February 20, 2004				
	(End of narrative A001)				
0001	Supplies or Services and Prices/Costs				
	NSN: 2610-00-405-4366 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	EST 3588	EA	\$	\$
	NOUN: INNER TUBE, PNEUMATIC				
	Item: Inner Tube, Pneumatic NSN: 2610-00-405-4366				
	Specification: ZZ-I-550 Size Designation: 9.00-10 Inflation Device Type: TR135 Inflation Device Type: Off Center Base Construction: Standard Contruction: Regular Splice Minimum Rated Tensile Strength: 400 PSI Opoeerating Temp Range in Deg Celsius: -40.0/51.7 Minimum Tensile Strength: 1000 PSI Nondefinitive Spec/Std Data: Group 5 Service Type: Industrial, Agricultural				
	(End of narrative B001)				
	Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-DTL-4 UNIT PACK: 001				
	LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	FOB POINT: Destination				
	This is year two of a three year contract. Year two begins February 21, 2004 and ends February 20, 2005				
	(End of narrative A001)				
			1	İ	I

## Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

**Page** 5 **of** 33

	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: INNER TUBE, PNEUMATIC				
	Item: Inner Tube, Pneumatic				
	NSN: 2610-00-405-4366				
	Specification: ZZ-I-550				
	Size Designation: 9.00-10				
	Inflation Device Type: TR135				
	Inflation Device Type: Off Center				
	Base Construction: Standard Contruction: Regular				
	Splice Minimum Rated Tensile Strength: 400 PSI				
	Opoeerating Temp Range in Deg Celsius: -40.0/51.7				
	Minimum Tensile Strength: 1000 PSI				
	Nondefinitive Spec/Std Data: Group 5				
	Service Type: Industrial, Agricultural				
	(End of narrative B001)				
	Description/Specs./Work Statement				
	QUANTITY VARIATION: 2% OVER 2% UNDER				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	IAW MIL-DTL-4				
	UNIT PACK: 001 LEVEL PRESERVATION: Military				
	LEVEL PACKING: B				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	FOB POINT: Destination				
	This is year threee of a three year contract. Year begins February 21, 2005 and ends February 20, 2006	three			
	(End of narrative A001)				
0001AC	PRODUCTION QUANTITY	EST 3588	EA	\$	\$
	NOUN: INNER TUBE, PNEUMATIC				
	Item: Inner Tube, Pneumatic				
	NSN: 2610-00-405-4366				
	Specification: ZZ-I-550				
	Size Designation: 9.00-10				
	Inflation Device Type: TR135				
	Inflation Device Type: Off Center Base Construction: Standard				
	Contruction: Regular				
	Splice Minimum Rated Tensile Strength: 400 PSI				
	Opoeerating Temp Range in Deg Celsius: -40.0/51.7 Minimum Tensile Strength: 1000 PSI				
		i e		i	i

## Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

**Page** 6 **of** 33

Service Type: Industrial, Agricultural  (Exd of marrelive BOO1)  Demorrprises./Agricultural  Demorrprises./Agricultural  Demorrprises./Agricultural  Demorrprises./Agricultural  Packasing and Marking  Packasing packas	TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination		Service Type: Industrial, Agricultural				
Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination		(End of narrative B001)				
QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
QUANTITY VARIATION: 2% OVER 2% UNDER  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:     IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination		Description/Specs./Work Statement				
PACKAGING/PACKING/SPECIFICATIONS:  IAW MIL-DTL-4  UNIT PACK: 001  LEVEL PRESERVATION: Military  LEVEL PACKING: B  Inspection and Acceptance  INSPECTION: Destination ACCEPTANCE: Destination						
PACKAGING/PACKING/SPECIFICATIONS:  IAW MIL-DTL-4  UNIT PACK: 001  LEVEL PRESERVATION: Military  LEVEL PACKING: B  Inspection and Acceptance  INSPECTION: Destination ACCEPTANCE: Destination		Production and Madeline				
IAW MIL-DTL-4 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination						
INSPECTION: Destination ACCEPTANCE: Destination		LEVEL PACKING: B				
		Inspection and Acceptance				
FOR POINT: Destination		INSPECTION: Destination ACCEPTANCE: Destination				
		FOB POINT: Destination				

CONTINUATION SHEET	Reference No. of Document Be	<b>Page</b> 7 <b>of</b> 33	
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-R-T035	MOD/AMD	
Name of Offeror or Contractor:			

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_ Date

1 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION (TACOM)

OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

40% to New Cumberland, PA (zip code 17070) 27% to Texarkana, TX (zip code 75507) 33% to Tracy, CA (zip code 95376)

[End of Clause]

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 8 of 33

	GING		

Regulatory Cite		Title	Date
52.211-4013	BAR CODE MARKING		JAN/2001

- a. Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:
  - (1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
  - (3) Items that are serial numbered shall have the serial number bar coded.
- (4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.
- (5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.
  - b. Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.  $(end \ of \ clause)$

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

**Page** 9 of 33

## Name of Offeror or Contractor:

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
2	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
5	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
6	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
7	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF	FEB/2000
		CHINA	
8	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:
    - \_\_2 percent increase; and
    - \_2\_ percent decrease.

This increase or decrease shall apply TO THE ENTIRE DELIVERY ORDER QUANTITY.

(End of clause

9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR MAY/2002 EXECUTIVE ORDERS--COMMERCIAL ITEMS

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-3, Convict Labor (E.O. 11755); and
  - (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:
- \_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_ (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- \_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- \_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_ (ii)\_Alternate I of 52.219-23.
- \_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- $X_{(12)}$  52.222-26, Equal Opportunity (E.O. 11246)
- X\_\_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- $X_{(14)}$  52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_\_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

(16) 52 222-19 Child Labor--Cooperation with Authorities and Remedies (E.O. 13126)

MOD/AMD

**Page** 10 **of** 33

## Name of Offeror or Contractor:

206 and 41 U.S.C. 351, et seq.).

Bargaining Agreement (CBA) (41 U.S.C. 351, et. seg.).

(10) bilbl 19) child habet cooperation with machinistics and nemedical (1.0.15120).	
(17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).	
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).	
(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).	
(19)(i) 52.225-3, Buy American ActNorth American Free Trade AgreementIsraeli Trade ActBalance of Payments Program (41U.S.C. 1	10
10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)	
(ii) Alternate I of 52.225-3.	
(iii) Alternate II of 52.225-3.	
(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).	
(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).	
(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).	
(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).	
(24) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (31 U.S.C. 3332).	
(25) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Regisration (31 U.S.C. 3332).	
(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).	
(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).	
(28) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).	
(ii) Alternate I of 52.247-64.	
(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services,	
which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or	
executive orders applicable to acquisitions of commercial items or components:	
(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).	
(2) 52.222-42. Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351. et seg.).	

——
(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.

\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

## CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

Name of Offeror or Contractor:

10 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 21, 2003 through February 20, 2006.

- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

11 52.216-19 ORDER LIMITATIONS

OCT/1995

Page 11 of 33

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than two, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of 3,588.
    - (2) Any order for a combination of items in excess of 3,588 or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

12 52.216-21 REQUIREMENTS

OCT/1995

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SEPTEMBER 30, 2006.

(End of clause)

## Reference No. of Document Being Continued

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included

PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

Page 12 of 33

## Name of Offeror or Contractor:

in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components. Gratuities (APR 1984) (10 U.S.C. 2207) ) 52 203-3 (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components. \_252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416). \_\_\_\_\_252.206-7000 Domestic Source Restriction (10 U.S.C. 2304). \_\_\_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637). 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note). \_252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). \_252.225-7012 Preference for Certain Domestic Commodities. \_252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a). 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a). \_252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259). ( Alternate I) 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). \_\_\_\_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779). \_\_252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755). \_\_252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)). \_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). \_252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320). \_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321). \_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410). \_ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631) (\_\_\_\_\_Alternate I) (\_\_\_\_\_Alternate II) \_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a). 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). (End of clause)

## CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 13 of 33

## Name of Offeror or Contractor:

(TACOM)

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

- (a) Start deliveries 30 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.
  - (1) You'll deliver a minimum of TWO units every 30 days;
  - (2) You'll deliver a maximum of 3,588 units every 30 days.
  - (b) You can deliver more than the maximum number of units every thirty days: AT NO ADDITIONAL COST TO THE GOVERNMENT.
- (c) Individual delivery order quantities will not exceed the maximums specified in the clause entitled DELIVERY ORDER LIMITATIONS.

\*\*\*

15 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 30 days after the date of award, or, 30 days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

16 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS DEC/2001

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The

Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

  (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 14 of 33

## Name of Offeror or Contractor:

contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

  (g) Invoice.
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - (x) Electronic funds transfer (EFT) banking information.
      - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration), or applicable agency procedures.
      - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 15 of 33

## Name of Offeror or Contractor:

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

(End of Clause)

17 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

MAR/2000

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 16 of 33

## Name of Offeror or Contractor:

registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

18 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

DEC/1991

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

19 52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

- (TACOM)
- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
    - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
    - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
  - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

**Page** 17 **of** 33

Name of Offeror or Contractor:

format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

20 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

JUN/1999

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

21 52.211-4036 (TACOM) FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM

AMSTA-CM-CDD (TDP Requests)

Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

[End of Provision]

22 52.214-4003 ALL OR NONE

JUN/1985

(TACOM)

Reference No. of Document Being Continued **CONTINUATION SHEET** 

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 18 of 33

Name of Offeror or Contractor:

listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

23	52.246- (TACOM)		FOR THE APPLICABLE MODE OF	SHIPMENT: IN-THE-CLEAR	JAN/2001
Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:	
206721/ 209405	w25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

<sup>\*\*\*</sup>SPLC indicates  $\underline{S}$ tandard  $\underline{P}$ oint  $\underline{L}$ ocator  $\underline{C}$ ode.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

52.246-4026 24 (TACOM)

# CONTINUATION SHEET Reference No. of Document Being Continued Page 19 of 33 PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

## Name of Offeror or Contractor:

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
  - (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

25 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

26 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
  - (1) Unit Package:
- (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).
  - (ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

- (2) Shipping Container:
  - (i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 20 of 33

## Name of Offeror or Contractor:

	Length, x Width, x Height, (expressed in feet and inches)
(ii)	Number of unit packages per shipping container each
(iii)	Gross weight of Shipping container and contents Lbs.
(3) Unitiz	ed Loads:
(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe:
(ii)	Number of Shipping containers per pallet/skid each.
(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs
(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:
	Length, x Width, x Height, (expressed in feet and inches)
(v)	Gross Weight of Unit Load Lbs;

[End of Clause]

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 21 of 33

## Name of Offeror or Contractor:

REPRESENTATIONS,	CERTIFICATIONS,	AND	OTHER	STATEMENTS	OF	OFFERORS

Regulatory Cite	Title	Date

- 1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999
- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservices@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS OCT/2000

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 22 of 33

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 23 of 33

## Name of Offeror or Contractor:

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100 470 L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925)

Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP) Building 4, Section D

700 Robbins Avenue Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsmilie (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
  - (A) By telephone at (215)  $697_2667/2179;$  or
  - (B) Through the DoDSSP Internet site at http://www.dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUL/2002

(A) <u>Definitions.</u> As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 24 of 33

## Name of Offeror or Contractor:

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans;

(2) The management and daily business operations of which are controlled by one or more

veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

( ) TIN:\_

- (1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
  - (3) Taxpayer identification number (TIN)

( ) TIN bee been smalled for

( )	TIM	has been applied for.
( )	TIN	is not required because:
	( )	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
onnected with	the	conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agen
n the U.S.;		
	( )	Offeror is an agency or instrumentality of a foreign government;
	( )	Offeror is an agency or instrumentality of the Federal government;
(4) Type o	of or	ganization.
		( ) Sole proprietorship;

(	)	Sole proprietorship;
(	)	Partnership;
(	)	Corporate entity (not tax-exempt);
(	)	Corporate entity (tax-exempt);
(	)	Government entity (Federal, State, or local);
(	)	Foreign government;
(	)	International organization per 26 CFR 1.6049-4
(	)	Other

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 25 of 33

(5) <u>Common Parent.</u>
( ) Offeror is not owned or controlled by a common parent: ( ) Name and TIN of common parent: Name
TIN
(C) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Island, or the District of Columbia. Check all that apply
(1) <u>Small business concern.</u> The offeror represents as part of its offer that it
( ) is not a small business concern.
(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is is not a veteran-owned small business concern.  (3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of
its offer that it (check one) is, is not a service-disabled veteran-owned small business concern.  (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.  (5) Women-owned small business concern. Complete only if the offeror represented itself as a
small business concern in paragraph (c)(1) of this provision. The offeror represents that it
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.  (6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that i  ( ) is,  ( ) is not, a women-owned business concern.
(7) <u>Tie bid priority for labor surplus area concerns.</u> If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small pusiness concern under the size standards for this solicitation.)
<ul> <li>(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one the four designated industry groups (DIGs). The offeror represents as part of its offer that it</li> <li>( ) is,</li> <li>( ) is not</li> <li>an emerging small business.</li> </ul>
(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in t solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):

CONTINUATION CHEET	Reference No. of Document Being Continued		Page 26 of 33
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-R-T035	MOD/AMD	
Name of Offeror or Contractor:			<u> </u>
50 or fewer 51 - 100 101 - 250 251 - 500 501 - 750 751 - 1,000 Over 1,000	\$1 million or less \$1,000,001 - \$2 million \$2,000,001 - \$3.5 million \$3,500,001 - \$5 million \$5,000,001 - \$10 million \$10,000,001 - \$17 million Over \$17 million		
(9) (Complete only if the solici	tation contains the clause at FAR 52.2	219-23, Notice of Price	
Evaluation Adjustment for Small Disad based on its disadvantaged status.)	vantaged Business Concerns, and the of	fferor desires a benefi	t
(i) General. The offeror represe	nts that either-		
and is listed, on the date disadvantaged business cond that no material change in certification, and, where t disadvantaged status, the n	ness Administration as a small disadve of this representation, on the registe erns maintained by the Small Business disadvantaged ownership and control ha he concern is owned by one or more ind et worth of each individual upon whom not exceed \$750,000 after taking into	er of small  Administration, and as occurred since its dividuals claiming the	n
	orth at 13 CFR 124.104(c)(2); or	o decourse one	
Private Certifier to be cer accordance with 13 CFR 124,	cation to the Small Business Administratified as a small disadvantaged busine Subpart B, and a decision on that appear in disadvantaged ownership and controllaborated.	ess concern in plication is pending,	
	ice Evaluation Adjustment for Small Di		liog with
the requirements in 13 CFR 124.1 this provision is accurate for t joint venture. [The offeror shal	, as part of its offer, that it is a : 002(f) and that the representation in he small disadvantaged business concerl enter the name of the small disadvanture:]	paragraph (c)(9)(i) of rn that is participatin	g in the
(10 business concern in paragraph (c)(1) of th	HUBZone small business concern. [Comis provision.] The offeror represents		
<ul> <li>(i) It</li> <li>( ) is,</li> <li>( ) is not a HUBZone small business consumers Concerns maintained by the Smoffice, or HUBZone employee percentage</li> <li>13 CFR part 126; and</li> <li>(ii) It ( ) is,</li> </ul>	all Business Administration, and no $\mathfrak{m}$	aterial change in owner	ship and control, principal
	e name or names of the HUBZone small b	ss concern or concerns business concern or con	that are participating in the cerns that are participating in
	(Complete if the offeror has represe		ntaged in paragraph (c)(4) or
( ) Asian-Pacific America China, Taiwan, Laos, Cambodia	or shall check the category in which i ican Indians, Eskimos, Aleuts, or Nation (persons with origins from Burma, The (Kampuchea), Vietnam, Korea, The Phil of the Marshall Islands, Federated St	ive Hawaiians). nailand, Malaysia, Indo lippines, U.S. Trust Te:	rritory or the Pacific Islands

Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka,

Bhutan, the Maldives Islands, or Nepal).

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

( ) Individual/concern, other than one of the preceding.

MOD/AMD

Page 27 of 33

Name of Offeror or Contractor	Nam	e of (	Offeror	or	Contractor
-------------------------------	-----	--------	---------	----	------------

(D) Representation	ns required to implement provisions of Executive Order 11246
(1) <u>Pre</u>	vious Contracts and Compliance. The offeror represents that
(i)	It
	( ) has,
	( ) has not,
1	participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii)	It
	( ) has,
	( ) has not,
:	filed all required compliance reports.
(2) <u>Aff</u>	irmative Action Compliance. The offeror represents that
(i)	It
	( ) has developed and has on file,
	( ) has not developed and does not have on file,
ā	at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CF
Subparts 60-1 and (	50-2), or
	It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rule the Secretary of Labor.
(E) Certification	Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to
	By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal
appropriated funds	have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of ar
agency, a Member o	f Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in
	e award of any resultant contract.
<del>-</del>	Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act
==	ded in this solicitation.) r certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end
	fined in the clause of this solicitation entitled "Buy American Act -Supplies") and that the offeror has considered
	unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as
=	oducts those end products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign E	nd Products: [List as necessary.]
	LINE ITEM NO.: COUNTRY OF ORIGIN:

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)
  - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
  - (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade":

    NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.: COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

**Page** 28 **of** 33

## Name of Offeror or Contractor:

LINE ITEM NO.:

COUNTRY OF ORIGIN:

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
  - (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

    Canadian End Products

LINE ITEM NO.: [List as necessary]

- (3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American Act--North American Free Trade Agreement--Israeli Trade Act'': [List as necessary]

Canadian or Israeli End Products LINE ITEM NO.:

COUNTRY OF ORIGIN:

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
  - (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ''Trade Agreements.''
  - (ii) The offeror shall list as other end products those end products that are not U.S -made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
  - (1) Listed End Product:

Listed Countries of Origin:

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
  - [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
  - [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

# CONTINUATION SHEET Reference No. of Document Being Continued Page 29 of 33 PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

Name of Offeror or Contractor:

4 TACOM DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

- 5 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001 (TACOM)
- (a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr2000.com/

[End of Provision]

AUG/1996

6 52.212-4002 EVALUATION--COMMERCIAL ITEMS
(TACOM)

(a) We'll award a contract to the offeror that:

- 1. submits the lowest evaluated bid or offer, and
- 2. submits a bid or proposal that meets all the material requirements of this solicitation, and
- 3. meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
  - 1. arrange a visit to your plant and perform a preaward survey;
  - 2. ask you to provide financial, technical, production, or managerial background information.
- (c) Options. We will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. We may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate us to exercise the option(s).
- (d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, we may accept an offer (or part of an offer), regardless of whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

\*

7 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996 (TACOM)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

**Page** 30 **of** 33

## Name of Offeror or Contractor:

Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

\* \* \*

8 52.212-4851 ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS (TACOM)

DEC/2002

- 1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:
- (i) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per

inch.

- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links
- to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified on the solicitation cover sheet (Government Standard Form 1449), with e-mail copy-furnished to amstaidq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- 2. Acceptable media: You must submit your offer via 100 or 250 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.
- (a) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition." Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language on the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.
- (b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT <u>FAX</u> OFFERS TO THE BUYER. SIMILARLY, DO NOT <u>ADDRESS</u> THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip\*-disk AND e-mail.

# CONTINUATION SHEET Reference No. of Document Being Continued Page 31 of 33 PIIN/SIIN DAAE07-03-R-T035 MOD/AMD

- 3. Commercial product literature in support of technical proposals shall be provided in electronic format in accordance with the format guidelines above. If this literature is unavailable in electronic format, the offeror shall provide a brief description of it in his offer, and shall retain this hard copy literature for possible later review by the Contracting Officer.
- 4. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items." listed elsewhere in this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.
- 5. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer identified on the SF 1449 solicitation cover sheet to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
- 6. Electronic offers must include, as a minimum:
- (a) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).
- (b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, provision entitled: Inspection Point: Origin, TACOM clause 52.246-4028, filled in (if applicable). All applicable fill-ins must be completed and submitted by the offeror.
  - (c) A statement of agreement to all the terms, conditions, and provisions of this

solicitation.

- (d) Any other information required by the solicitation.
- 7. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
- 8. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

\*Registered trademark

(end of provision)

9 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	TITLE	TELEPHONE NUMBER

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-R-T035

MOD/AMD

Page 32 of 33

## Name of Offeror or Contractor:

10 52.216-4006 METHOD OF PRICE EVALUATION

MAY/2000

- (a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price.
- (b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified elsewhere in this solicitation, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs.

\* \* \*

- 11 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000 (TACOM)
- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
  - (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM AMSTA-CM-PY (Ms. Shepherd) Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

- (e) If you contact Ms. Shepherd, please provide her with the following information:
  - TACOM solicitation number;
  - ii. Name of PCO;
  - iii. Problem description;
  - iv. Summary of your discussions with the buyer/PCO.
- (f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.
  - (g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Ave. Alexandria, VA 22333-0001

voice phone: (703)-617-8176 fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/cc/protest.html

CONTINUATION SHEET	Reference No. of Document Be	Page 33 of 33	
CONTINUATION SHEET	PHN/SHN DAAE07-03-R-T035	MOD/AMD	
Name of Offeror or Contractor:			•